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Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: Shawanda Tatum Debtor Case No. 16-10057-jkf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: John Page 1 of 1 Date Rcvd: Feb 02, 2018 Form ID: pdf900 Total Noticed: 8

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 04, 2018.

db 5011 Penn Street, Philadelphia, PA 19124-2627 +Shawanda Tatum,

13709013 c/o JOSHUA ISAAC GOLDMAN, KML Law Group, P.C., 701 Market Street, Suite 5000, +M&T Bank.

Philadelphia, PA 19106-1541

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

E-mail/Text: bankruptcy@phila.gov Feb 03 2018 01:38:11 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Feb 03 2018 01:37:46 smg

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,

Harrisburg, PA 17128-0946 +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Feb 03 2018 01:38:06 U.S. Attorney Office, smg Philadelphia, PA 19106-4404

c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, E-mail/Text: bankruptcy@phila.gov Feb 03 2018 01:38:11 City City of Philadelphia,

Law Revenue Department, c/o Pamela Elchert Thurmond, 1401 JFK Boulevard,

5th Floor, Municipal Services Bldg, Philadelphia, PA 19102

E-mail/Text: camanagement@mtb.com Feb 03 2018 01:37:39 13658800 M & T Bank, One Fountain Plaza,

7th Floor - Payment Building, Buffalo, NY 14203-1495

E-mail/Text: camanagement@mtb.com Feb 03 2018 01:37:39 13663223 M&T BANK, PO BOX 840,

Buffalo, NY 14240

TOTAL: 6

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 04, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 2, 2018 at the address(es) listed below:

on behalf of Creditor DENISE ELIZABETH CARLON M&T Bank bkgroup@kmllawgroup.com

ERIK B. JENSEN on behalf of Debtor Shawanda Tatum akeem@jensenbaqnatolaw.com,

gilberto@jensenbagnatolaw.com;mjmecf@gmail.com ecfmail@fredreiglech13.com, ecf_frpa@trustee13.com

FREDERICK L. REIGLE ecfmail@fredreiglech13.

JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com,

bkgroup@kmllawgroup.com

PAMELA ELCHERT THURMOND on behalf of Creditor City of Philadelphia pamela.thurmond@phila.gov,

james.feighan@phila.gov

on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com, POLLY A. LANGDON

ecf_frpa@trustee13.com

REBECCA ANN SOLARZ on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com

THOMAS I. PULEO on behalf of Creditor M&T Bank tpuleo@kmllawgroup.com,

bkgroup@kmllawgroup.com

USTPRegion03.PH.ECF@usdoj.gov United States Trustee

TOTAL: 9

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Shawanda Tatum <u>Debtor(s)</u>	CHAPTER 13
M&T Bank <u>Creditor</u> vs.	NO. 16-10057 JKF
Shawanda Tatum <u>Debtor(s)</u>	
Frederick L. Reigle Esq. <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Creditor on the Debtor's residence is \$4,799.68, which breaks down as follows;

Post-Petition Payments: September 2017 through November 2017 at \$972.65/month;

December 2017 through January 2018 at \$944.45/month

Suspense Balance (\$7.17) **Total Post-Petition Arrears \$4,799.68**

- 2. The Debtor(s) shall cure said arrearages in the following manner;
 - a). Debtor(s) shall tender a down payment of \$4,799.68 by February 21, 2018.
- b). Beginning February 1, 2018, Debtor(s) shall pay the present regular monthly payment of **\$944.45** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) and continuing thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, due the multiple payment defaults by Debtor under the prior stipulation, the Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Creditor relief from the automatic stay.

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The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Creditor shall file a Certification of Default

with the court and the court shall enter an order granting the Creditor relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Creditor of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 30, 2018

By: <u>/s/Rebecca A. Solarz</u>
Rebecca A. Solarz, Esq.
Attorney for Creditor

Date: January 30, 2018

/s/ Erik B. Jensen
Erik B. Jensen Esq.

Datexxxxxxxxxxxxxxxxxx

Approved by the Court this <u>2nd</u> day of <u>February</u>, 2018. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Jean K. Fitzsimon

Attorney for Debtor(s)